

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 07		PAGE OF PAGES 1 14	
2. AMENDMENT/MODIFICATION NO. 46		3. EFFECTIVE DATE February 06, 2006		4. REQUISITION/PURCHASE REQ. NO. 4200142367		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		PS22E/MCE		7. ADMINISTERED BY (If other than Item 6) CODE		PS22E/MCE
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		Procurement Office/PS22E George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.		
COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges .				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C		
				10B. DATED (SEE ITEM 13) December 4, 2003		
Code 4U825		FACILITY CODE 128960				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Cost Reimbursement (AUG 1987) Alt I (APR 1984), FAR 43.103(a) and FAR 52.232-22 Limitation of Funds clause
	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 65,893,069	\$ 2,650,823	(\$ 63,710)	\$ 1,427,368	(\$42,295)	\$ 69,865,255	\$ 50,944,262
This Mod	74,119	3,806	-0-	2,049	-0-	79,974	1,907,594
New Total	\$ 65,967,188	\$ 2,654,629	(\$ 63,710)	\$ 1,429,417	(\$42,295)	\$ 69,945,229	\$ 52,851,856

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Original Signed by (Signature of Contracting Officer)	16C. DATE SIGNED 02/06/06

Continuation of Block 12 Accounting and Appropriation Data
and Block 4 Requisition/Purchase Requisition No.

Requisition	WBS Element	
4200142367	193615.05.06.08.01	\$1,900,000
	321379.09.01.02.08	\$3,894
	141141.02.02.01.08	\$3,700
Total		\$1,907,594

1. The purpose of this modification is to add the Command, Control and Communications and Information (C3I) Architecture Team Activity effort to the IDIQ Performance Work Statement as Task Order 13 in accordance with Section B.7, Task Ordering Procedures and to implement the negotiated equitable adjustment therefore.

2. This modification also revises Clause B.6, Contract Funding, to provide an additional \$1,907,594 of incremental funding and extends the estimated funding coverage date from February 28, 2006 through April 15, 2006 pursuant to the Limitation of Funds clause.

3. The contract is also modified to include the following Special Provisions:

a. **Section 508 of the Rehabilitation Act of 1973**

Section 508 of the Rehabilitation Act of 1973 is applicable to this contract. The contractor shall comply with all technical standards of 1194.21 through 1194.26 as outlined in url <http://www.section508.gov/index.cfm?FuseAction=Content&ID=12> as applicable.

(End of Clause)

b. **Limitation of Future Contracting (NFS 1852.209-71) (Dec 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is based upon the fact that this contract requires the Contractor to provide systems engineering and technical expertise to help define, test, verify, and deliver the Command Control Communications and Information (C3I) data systems architecture team products for future NASA exploration projects or programs. Future solicitation(s) for these products may include specifications or statements of work that are derived from or based in whole or in part on the services provided by the Contractor under this contract.

(c) In order mitigate or avoid the possibility that the Contractor may actually develop specifications or statements of work described in paragraph (b), above, that may lead to an organizational conflict of interest, the Contractor shall fully comply with the approved Organizational Conflict of Interest Avoidance Plan submitted pursuant to Data Requirements Document 1016-MA-009 of this contract. If

the contracting officer determines that the Contractor has not fully complied with the Conflict of Interest Avoidance Plan, which results in an actual organizational conflict of interest, the restrictions upon future contracting, are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

4. This modification also corrects typographical and rounding errors for evaluation period 10 in table (d) part B.3. on page 3 of 9 for the previous Modification 44. Changes are shown in italics.

		<u>Maximum Award Fee</u>			<u>Maximum Incentive</u>		
<u>Evaluation Period</u>		<u>Previous</u>	<u>This Mod</u>	<u>New Amt</u>	<u>Previous</u>	<u>This Mod</u>	<u>New Amt</u>
From:							
07/01/08-12/31/08	10	<u>\$417,687</u>	<u>\$227</u>	<u>\$417,914</u>	<u>\$224,908</u>	<u>\$122</u>	<u>\$225,031</u>
		\$4,312,300	\$1,974	\$4,314,274	\$2,322,010	\$1,063	\$2,323,074
To:							
07/01/08-12/31/08	10	<u>\$417,687</u>	<u>\$226</u>	<u>\$417,913</u>	<u>\$224,908</u>	<u>\$122</u>	<u>\$225,030</u>
		\$4,312,300	\$1,974	\$4,314,274	\$2,322,010	\$1,063	\$2,323,073

5. This modification also corrects the "Previous" and "New Total" figures shown on the SF 30 Block 14. page 1 of 25 in Modification 45. The Negotiated Estimated Cost, Maximum Award Fee and Maximum Incentive Fee were stated incorrectly. Changes are shown in italics:

From:

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 65,872,054	\$ 2,649,744	(\$63,710)	\$ 1,426,787	(\$42,295)	\$ 69,865,255	\$ 47,189,762
This Mod	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>3,754,500</u>
New Total	\$ 65,872,054	\$ 2,649,744	(\$63,710)	\$ 1,426,787	(\$42,295)	\$ 69,865,255	\$ 50,944,262

To:

Previous	\$ 65,893,069	\$ 2,650,823	(\$63,710)	\$ 1,427,368	(\$42,295)	\$ 69,865,255	\$ 47,189,762
This Mod	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>3,754,500</u>
New Total	\$ 65,893,069	\$ 2,650,823	(\$63,710)	\$ 1,427,368	(\$42,295)	\$ 69,865,255	\$ 50,944,262

6. A breakout of the negotiated cost and fee adjustments for performance of the C3I Architecture Team Activity effort is shown below. Changes to existing values are depicted in italics:

	<u>CY 05</u>	<u>CY06</u>	<u>Total</u>
Estimated Cost	\$ 10,418	\$ 63,701	\$ 74,119
Fee	<u>823</u>	<u>5,032</u>	<u>5,855</u>
Total	\$ 11,241	\$ 68,733	\$ 79,974

<u>Basic Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 65,893,069	\$ 2,650,823	\$ 1,427,368	\$ 69,865,255
<i>This Mod</i>	<u>74,119</u>	<u>3,806</u>	<u>2,049</u>	<u>79,974</u>
New Amt	\$ 65,967,188	\$2,654,629	\$ 1,429,417	\$ 69,945,229

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>		<u>New Amt</u>	<u>Incentive</u>		<u>New Amt</u>
		<u>Previous</u>			<u>This Mod</u>		
01/01/04-06/30/04	1	\$485,012	0	\$485,012	\$208,928	0	\$208,928
07/01/04-12/01/04	2	\$480,581	0	\$480,581	\$269,221	0	\$269,221
01/01/05-06/30/05	3	\$429,446	0	\$429,446	\$241,686	0	\$241,686
07/01/05-12/31/05	4	\$419,064	\$535	\$419,599	\$236,096	\$288	\$236,384
01/01/06-06/30/06	5	\$418,360	\$3,271	\$421,631	\$235,719	\$1,761	\$237,480
07/01/06-12/31/06	6	\$418,360	\$0	\$418,360	\$235,718	\$0	\$235,718
01/01/07-06/30/07	7	\$413,812	\$0	\$413,812	\$222,822	\$0	\$222,822

07/01/07-12/31/07	8	\$413,812	\$0	\$413,812	\$222,822	\$0	\$222,822
1/01/08-06/30/08	9	\$417,914	\$0	\$417,914	\$225,031	\$0	\$225,031
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>\$0</u>	<u>\$417,913</u>	<u>\$225,030</u>	<u>\$0</u>	<u>\$225,030</u>
		\$4,314,274	\$3,806	\$4,318,080	\$2,323,073	\$2,049	\$2,325,122

7. To effect the foregoing, the contract is hereby changed in the following particulars:

Clause B.2, Estimated Cost, Award Fee and Performance Incentive Fee, is hereby revised to increase the estimated cost, maximum award Fee, and maximum performance incentive fee by \$ 74,119 (from \$ 65,893,069 to \$ 65,967,188), \$3,806 (from \$ 2,650,823 to \$ 2,654,629), and \$ 2,049 (from \$ 1,427,368 to \$ 1,429,417), respectively.

Clause B.6, Contract Funding is hereby revised to increase Estimated Cost by \$ 1,799,617 (from \$48,060,625 to \$ 49,860,242). Award Fee is hereby increased by \$ 70,185 (from \$ 1,874,364 to \$ 1,944,549) and Performance Incentive Fee is hereby increased by \$ 37,792 (from \$ 1,009,273 to \$ 1,047,065).

8. In addition, Attachment J-9, Performance Work Statements for IDIQ Task Orders, is hereby revised to include the PWS for the Command, Control, Communication, and Information (C3I) Architecture Team effort as follows:

Task 13- Per PWS 3.1, Engineering and Integration

The contractor shall provide technical expertise and services to the C3I Architecture Team activity. This work shall include:

Providing systems engineering and technical expertise to help define the data systems architecture for future NASA exploration programs.

Providing analysis of various options for the future data systems architecture

Producing text and documentation which supports and defines the current technical direction of the data system architecture definition

Producing prototype data systems and software as needed to test and verify the concepts of the proposed future architecture for the NASA exploration programs.

Leading and supporting various inter-center team activities that are needed to coordinate the delivery of C3I Architecture Team products.

The detailed day-to-day tasks are provided by and coordinated by the NASA team leads on the C3I Architecture team.

9. Section B.7.1, IDIQ Task Order Performance Schedule, is hereby revised to include the performance schedule for the C3I effort as follows:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2005	13 C3I Architecture	22 Nov 2005- 31 Dec 2005	\$11,241	46
2006	13 C3I Architecture	1 Jan 2006 – 30 Sept 2006	\$68,733	46

10. Therefore, the contract is changed in the following particulars: Clause B.2, Estimated Cost, Award Fee and Performance Incentive Fee, is hereby deleted in its entirety and the revised clause B.2, shown on enclosed replacement pages B-1 through B-2A, is substituted in lieu thereof. Clause B.6, Contract Funding (NFS 1852.232-81) (Jun 1990), is hereby deleted in its entirety and the revised Clause B.6 shown on enclosed replacement page B-5 is substituted in lieu thereof. Clause B. 7. 1 IDIQ Task Order Performance Schedule is hereby deleted in it's entirety and the revised Clause B.7.1 shown on replacement page B-6A is substituted in lieu thereof. Clause H. 13. Limitation of Future Contracting (NFS 1852.209-71) (Dec 1988) and Clause H. 14 Section 508 Requirements are hereby added as shown on replacement pages H-11 and H-12 respectively. Attachment J-9 Performance Work Statements for IDIQ Task Orders is hereby deleted and the revised Attachment J-9 shown on replacement page J-9-1 is substituted in lieu thereof.

11. In order to implement the contract changes resulting from this modification, the page (s) listed below is added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>UCF Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A B-5, B-6A	B-1, B-2, B-2A B-5, B-6A
H, Special Contract Requirements	H-11, H-12	H-11
Attachment J-9, Performance Work Statements for IDIQ Task Orders	J-9-1	J-9-1

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract Change Identification
Modification No. 46

Proposal Number
COLSA No. 05-12-356 dtd January 3, 2006,
Revised January 23, 2006

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

(a) The estimated cost of this contract is \$65,967,188. The maximum award fee is \$2,654,629. The maximum performance incentive fee is \$1,429,417. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$69,945,229.

(b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$65,967,188	\$2,654,629	(\$63,710)	\$1,429,417	(\$42,295)	\$69,945,229

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$20,701,253	\$827,624	TBD	\$445,644	TBD	\$21,974,521
Option 2 (1/1/08 – 12/31/08)	\$20,861,538	\$835,827	TBD	\$450,061	TBD	\$22,147,426

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$421,631	\$237,480
07/01/06-12/31/06	6	\$418,360	\$235,718
01/01/07-06/30/07	7	\$413,812	\$222,822
07/01/07-12/31/07	8	\$413,812	\$222,822
1/01/08-06/30/08	9	\$417,914	\$225,031
07/01/08-12/31/08	10	\$417,913	\$225,030
		\$4,318,080	\$2,325,122

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	<u>\$ 420,299</u>	<u>\$ 9,147</u>
Total	\$1,331,329	\$63,710

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	<u>\$ 199,391</u>	<u>\$ 42,295</u>
Total	\$ 677,540	\$ 42,295

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

B.5 Premiums For Scheduled Overtime (MSFC 52.222-90) (Feb 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
(b)(4)	

(End of Clause)

B.6 Contract Funding (NFS 1852.232-81) (Jun 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ 52,851,856. This allotment is for Huntsville Operations Space Center (HOSC) Mission Support Services and covers the following estimated period of performance: January 1, 2004 through April 15, 2006.

(b) An additional amount of \$ 2,991,614 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	\$ 48,060,625	\$ 1,799,617	\$ 49,860,242
Award Fee	1,874,364	70,185	1,944,549
Performance Incentive Fee	<u>1,009,273</u>	<u>37,792</u>	<u>1,047,065</u>
Total Sum Allotted	\$ 50,944,262	\$ 1,907,594	\$ 52,851,856

(End of Clause)

B.7 Task Ordering Procedure (NFS 1852.216-80) (Oct 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

B.7.1 IDIQ Task Order Performance Schedule

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01 Chandra	21 Jan 2004 – 31 May 2004	\$399,826	3
2004	01/Revision A	21 Jan 2004 – 05 July 2004	n/a	9
2004	02 TD04c-01	5 April 2004 – 31 July 2004	\$22,814	12
2004	03 2 nd Gen.	19 July 2004 – 23 July 2004	\$4,687	13
2004	04 TD-03,04,06	01 Jan 2004 – 31 Dec 2004	\$110,300	17
2004	05TD-02,05	17 May 2004 – 30 Sept 2004	\$59,416	17
2004	06 2Yr NRT	01 Jan 2004 – 30 Sept 2004	\$263,869	22
2004	07 IDEA, MOVE, Shuttle Area Additions	15 Oct 2004 – 31 Dec 2004	\$98,558	24
2004	08 MOVE Early FY05	01 Oct 2004 – 31 Dec 2004	\$77,303	24
2004	09 EPIC FY05 Procurements	13 Dec 2004 – 31 Dec 2008	\$194,753	25
2005	10 Agency Wide MOVE	01 Jan 2005 – 31 Dec 2005	\$170,798	27
2006	10 Agency Wide MOVE	01 Jan 2006 – 31 Dec 2006	\$227,385	27
2007	10 Agency Wide MOVE	01 Jan 2007 – 31 Dec 2007	\$223,915	27
2005	11 NTR System	24 Oct 2005 - 31 Dec 2006	\$176,722	41
2005	12 PDL Library	16 Dec 2005 – 31 Dec 2006	\$22,675	44
2007	12 PDL Library	01 Jan 2007 – 31 Dec 2007	\$9,283	44
2008	12 PDL Library	01 Jan 2008 – 31 Dec 2008	\$9,523	44
2005	13 C3I effort	22 Nov 2005- 31 Dec 2005	\$11,241	46
2006	13 C3I effort	01 Jan 2006- 30 Sept 2006	\$68,733	46

Performance Work Statements not referenced in Attachment J-9 are contained in the Task Directives and are an integral part of the contract.

B.7.2 Special Threshold For Task Directives

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

B.8 IDIQ Schedule Of Rates The fully burdened cost rates below will be used in pricing IDIQ work authorized under the provisions of B.7, Task Ordering Procedure.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" estimated cost increase or decrease adjustment amount, if any, and the required [time of delivery or period of performance] adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" estimated cost and period of performance adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with [FAR 15.403-5](#) if the proposed change meets the criteria for its submission under [FAR 15.403-4](#); or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(End of clause)

H. 13. Limitation of Future Contracting (NFS 1852.209-71) (Dec 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is based upon the fact that this contract requires the Contractor to provide systems engineering and technical expertise to help define, test, verify, and deliver the Command Control Communications and Information (C3I) data systems architecture team products for future NASA exploration projects or programs. Future solicitation(s) for these products may include specifications or statements of work that are derived from or based in whole or in part on the services provided by the Contractor under this contract.

(c) In order mitigate or avoid the possibility that the Contractor may actually develop specifications or statements of work described in paragraph (b), above, that may lead to an organizational conflict of interest, the Contractor shall fully comply with the approved Organizational Conflict of Interest Avoidance Plan submitted pursuant to Data Requirements Document 1016-MA-009 of this contract. If the contracting officer determines that the Contractor has not fully complied with the Conflict of Interest Avoidance Plan, which results in an actual organizational conflict of interest, the restrictions upon future contracting, are as

follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

H.14 Section 508 of the Rehabilitation Act of 1973

Section 508 of the Rehabilitation Act of 1973 is applicable to this contract. The contractor shall comply with all technical standards of 1194.21 through 1194.26 as outlined in url<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12> as applicable.

(End of clause)

ATTACHMENT J-9**PERFORMANCE WORK STATEMENTS FOR IDIQ TASK ORDERS****TASK 06**

Per PWS 3.2.5.1 EHS Cost Savings Initiative and 4.7.1 Specific Mission Support, the NRT data storage capability will be increased to hold a minimum of 2-Years of down-linked telemetry, with significant expansion room to hold additional data as the ISS grows. The 2-Year NRT project will also enhance the user's ability to retrieve data sets by simplifying the process for requesting archived data and by decreasing data retrieval time. Note that the NRT system does not process or store Ku-Band payload science data. This data is stored and made available to users by the Payload Data Services system (PDSS).

TASK 08

Per PWS 3.1.1 System Engineering

Identify and analyze MSFC requirements for the NASA voice switch enhancement project and prepare the specification and other necessary procurement documentation.

Task 10- Agency Wide Mission Voice Switch Systems Replacement (MOVE) ECR HM 3107

Per PWS 2.1 Contract Management, 3.1.1 System Engineering and 4.4 HOSC Mission Services Support the HQ Project, in accordance with the HQ SOW provided separately, to capture MSFC requirements and build project procurement specifications. Following contract award, generate Purchase Orders (POs); receive, install, test, train, and cutover/transition to new voice system. Included in the HQ Project-level activities are Center-specific tasks; System Requirements Review (SRR), Product Design Review (PDR), System Design Review (SDR), and Critical Design Review (CDR) activities. Additionally, MSFC is tasked with site preparations for new Switch delivery, which includes any facility mods, transition hardware and strategy, documentation updates, and vendor site surveys.

Task 11- NASA Technology Refresh Systems (NTR) ECP 01-2005 HM 3130 ECR HOSC -04-034

Per PWS 3.1.4 – Network Engineering, the contractor will provide the support required to accommodate the new NASA Technology Refresh systems to the HOSC. The proposed support includes cable installation, cutover/validation support and removal of legacy network interfaces and equipment.

Task 13- Per PWS 3.1, Engineering and Integration

The contractor shall provide technical expertise and services to the C3I Architecture Team activity. This work shall include:

Providing systems engineering and technical expertise to help define the data systems architecture for future NASA exploration programs.

Providing analysis of various options for the future data systems architecture

Producing text and documentation which supports and defines the current technical direction of the data system architecture definition

Producing prototype data systems and software as needed to test and verify the concepts of the proposed future architecture for the NASA exploration programs.

Leading and supporting various inter-center team activities that are needed to coordinate the delivery of C3I Architecture Team products.

The detailed day-to-day tasks are provided by and coordinated by the NASA team leads on the C3I Architecture team.